



ADOBE TECHNOLOGY PARTNER PROGRAM AGREEMENT

Last updated March 19, 2024.

This Adobe Technology Partner Program Agreement replaces and supersedes all prior versions.

THE MANDATORY CLASS ACTION WAIVER IN SECTION 16 BELOW GOVERNS THE RESOLUTION OF DISPUTES. PLEASE READ IT CAREFULLY. IF YOU DO NOT AGREE WITH THE CLASS ACTION WAIVER IN THE TERMS, PLEASE DO NOT JOIN THE TECHNOLOGY PARTNER PROGRAM (THE “PROGRAM”).

This Technology Partner Program Agreement, along with the [TPP Developer Terms of Use](#), the [TPP Payment and Purchasable Credits Terms](#), and any applicable Additional Terms (see Section 1.3 (Additional Terms) below) (each, incorporated herein by reference; and collectively with the Adobe Technology Partner Program Agreement, this “**Agreement**”), sets forth the terms and conditions for your participation in the Program, including:

(A) your use of the Adobe Technology Partner Program (TPP) service and associated portals and sub-portals, including:

(i) TPP member account management and Benefits access via the [TPP Partner Portal](#) (“**Partner Portal**”); and

(ii) Publisher Access to the [Adobe Exchange Marketplace for Adobe Experience Cloud](#) (“**AEC Marketplace**”) (collectively, the “**Service**”);

(B) your use of Adobe Experience Cloud (AEC) Developer Tools and Non-Production Products and Services; and

(C) Developer Products developed by you with use of the AEC Technology.

This Agreement is not intended to govern the [Adobe Solution Partner Program](#), the [Adobe Commerce Marketplace](#), or production On-Demand Services and Adobe Products.

BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) ACCESSING, DOWNLOADING, OR USING THE AEC TECHNOLOGY, OR (3) OTHERWISE INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “**YOU**” AND “**YOUR**” SHALL REFER TO SUCH ENTITY. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE AEC TECHNOLOGY.

1. Your Agreement with Adobe

1.1 Contracting Entity and Choice of Law

If you reside in North America (inclusive of the United States, Canada, Mexico, United States territories and possessions, and United States military bases, wherever located), your relationship is with Adobe Inc., a United States company (“**Adobe Inc.**”). If you reside outside of North America, your relationship is with Adobe Inc. and Adobe Systems Software Ireland Limited (“**Adobe Ireland**”) and, if you reside in Australia, Adobe Systems Software Ireland Limited is acting as an authorized agent of Adobe Systems Pty Ltd. and is entering into this contract in its capacity as agent for Adobe Systems Pty Ltd. For purposes of the Agreement, “**Adobe**,” “**us**,” “**we**,” and “**our**” mean Adobe Inc., Adobe Systems Software Ireland Limited, or Adobe Systems Pty Ltd., as applicable. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles and the parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within the county of Santa Clara, state of California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

1.2 Previous Agreement. This Agreement replaces and supersedes any active click-to-accept or click-wrap (a) Adobe Technology Partner Program Primary Agreement or (b) Adobe Experience Cloud Exchange Agreement between you and Adobe (“**Legacy Agreement**”), and any active TPP Sales Order or Exchange Sales Order executed pursuant to such Legacy Agreement (“**Legacy Sales Order**”) will continue pursuant to this Agreement. For clarity, this section shall not relieve you of any payment obligations (including, without limitation, related to revenue share, royalty, or other similar payments) to Adobe that have attached or accrued under such Legacy Agreement or Legacy Sales Order.

1.3 Additional Terms. Participation in certain Adobe TPP programs or provision of certain Developer Product functionality may be subject to one or more of the additional terms linked below (“**Additional Terms**”). If there is any conflict between the terms in the Adobe Technology Partner Program Agreement and applicable Additional Terms, then such Additional Terms govern in relation to their subject matter. The Additional Terms are subject to change as described in Section 1.4 (Updates to Terms).

1.3.1 [App Assurance Program](#). If you participate in the TPP App Assurance Program, you agreed to be bound by the linked App Assurance Program Terms and Conditions, which are incorporated by reference.

1.3.2 [AEP Data Service Addendum](#). If you provide Data Service Audiences to Adobe customers of the Adobe Experience Platform (AEP) (and its associated applications) by sending such Data Service Audiences directly to such customers’ AEP instance(s), you agree to be bound by the terms of the linked AEP Data Service Addendum, which are incorporated by reference. For the purposes of this clause, “Data Service Audiences” has the meaning set out in the AEP Data Service Addendum.

1.4 Updates to Terms. We may make changes to this Agreement from time to time, and if we do, we will notify you by revising the date at the top of this Agreement and, in some cases, we may provide you with additional notice, e.g., via email. You may also be asked to confirm acceptance of the amended terms upon your next login to the Partner Portal. Any such changes will not apply to any dispute between you and Adobe arising prior to the date on which we posted the revised terms incorporating such changes, or when the terms otherwise become effective. You should look at the terms regularly. Unless otherwise noted, the amended terms will be effective immediately, and your continued use of the AEC Technology confirms your acceptance of the changes. If you do not agree to the amended terms, you must stop using the AEC Technology and, if applicable, cancel your membership.

2. Definitions. As used in this Agreement:

2.1 “Adobe Product(s)” means software applications, programs, and other technologies not included in or with the AEC Technology which are or may be made available by Adobe for licensing to the general public. This Agreement does not govern use of Adobe Products. Please see the end user license agreement accompanying an Adobe Product for terms governing its use.

2.2 **“Adobe Experience Cloud Products”** or **“AEC Products”** means Adobe Experience Cloud-branded Adobe Products.

2.3 **“Adobe Experience Cloud Technology”** or **“AEC Technology”** means technology owned by Adobe (or licensed to Adobe by a third party) and made available to you under this Agreement including the Developer Tools, Non-Production Products and Services, and the Service; and reports, algorithms, software (in source and object forms), user interface designs, architecture, toolkits, plug-ins, objects and documentation, network designs, processes, know-how, methodologies, trade secrets, and any related Intellectual Property Rights throughout the world, and feedback provided to Adobe that are incorporated into any of the foregoing, as well as any of the modifications, or extensions of the above, whenever or wherever developed.

2.4 **“Affiliate”** means, with respect to a party, any person or entity that controls, is controlled by, or is under common control with such party, where “control” means ownership of fifty percent (50%) or more of the outstanding voting securities.

2.5 **“Confidential Information”** means non-public or proprietary information about a disclosing party’s business related to technical, commercial, financial, employee, or planning information that is disclosed by the disclosing party to the receiving party in connection with this Agreement, and (A) is identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form; or (B) is not identified as confidential at the time of disclosure, but is by its nature confidential or the receiving party knows, or ought to reasonably to know, is confidential. Any AEC Technology and the terms and conditions of this Agreement will be deemed Confidential Information of Adobe without any marking or further designation. Confidential Information does not include information that: (a) is or becomes generally publicly available at the time of disclosure or subsequently through no fault of receiving party; (b) was known to receiving party, free of any confidentiality obligations, before its disclosure by disclosing party; (c) becomes known to receiving party, free of any confidentiality obligations, from a source other than disclosing party; (d) is necessary to publish the Developer Product, including the Developer Product itself; or (e) is independently developed by the receiving party without use of Confidential Information.

2.6 **“Developer Product(s)”** means Developer Software as defined in the [Adobe Developer Terms of Use](#), that (i) you develop with use of AEC Technology or (ii) is intended to access, function or interoperate with AEC On-Demand Services and AEC Products.

2.7 **“Developer Tools”** has the meaning ascribed in the [Adobe Developer Terms of Use](#).

2.8 **“End User”** means a user, purchaser, or licensee of a Developer Product.

2.9 **“End User Agreement”** means an agreement between you and End User pursuant to which a Developer Product is licensed or otherwise made available to the End User by you.

2.10 **“Intellectual Property Rights”** has the meaning set forth in the [Adobe Developer Terms of Use](#).

2.11 **“On-demand Services”** means the enterprise solutions hosted by or on behalf of Adobe (and distributed code, where applicable). Use of production On-demand Services is subject to a separate agreement between you and Adobe.

2.12 **“Non-Production Products and Services”** means non-production On-demand Services and Adobe Products, including cloud sandboxes, made available to you by Adobe in connection with your participation in the Program.

2.13 **“Sensitive Personal Data”** means an individual's financial information, sexual preferences, medical or health information protected under any health data protection laws, biometric data (for purposes of uniquely identifying an individual), personal information of children protected under any child protection laws (such as the personal information defined under the US Children’s Online Privacy Protection Act (“COPPA”)) and any additional types of information included within this term or any similar term (such as “sensitive personal information” or “special categories of personal information”) as used in applicable data protection or privacy laws.

2.14 **“TPP Sales Order”** means an Adobe Technology Partner Program sales order between you and Adobe.

3. TPP Program and Partner Portal

3.1 Membership Levels. Execution of this Agreement confers membership to you in the Adobe Technology Partner Program at the “Community” Level at no charge during the term of the Agreement. Paid memberships, e.g., at the “Silver” or “Gold” Levels (“**Paid Memberships**”), may be available for purchase through the Partner Portal Benefit Center and are subject to any corresponding membership terms (“**Membership Terms**”) (fees, term, auto-renewal status, etc.) posted on the Partner Portal. If there is any conflict between the terms in the Adobe Technology Partner Program Agreement and the applicable Membership Terms, which are incorporated into the Agreement by reference, then the Membership Terms govern in relation to the membership. Certain Paid Memberships (e.g., “Platinum” Level) may be available for purchase through a TPP Sales Order and subject to the terms therein. In the event your Paid Membership expires or terminates, you will automatically continue as a member in the Program at the Community Level during the term of the Agreement until you become a paid member again.

3.2 Program Benefits. As a member of the Program, you will meet all relevant Program requirements and will be entitled to receive the benefits (“**Program Benefits**”) offered for your Program membership level (“**Level**”) under the then-current Adobe Technology Partner “[Levels and Benefits](#)” page on the Partner Portal. The Program may vary from region to region, and you understand that Adobe has no obligation to extend Program Benefits in one region to other territories or regions. Adobe may modify these Program Benefits from time to time and reserves the right to upgrade, update, or discontinue any aspect or feature of a Program Benefit at Adobe’s sole discretion. Any modifications to the Program Benefits will be posted on the Partner Portal, and such modifications are effective as of the posted effective date. If you continue to use any Program Benefits after any such modifications have become effective, your continued usage constitutes acceptance of any such modifications.

3.3 A La Carte Benefits. As a member of the Program at a paid membership Level, you may have the opportunity to receive certain a la carte benefits (“**A La Carte Benefits**”) as purchased or selected through the Partner Portal. These A La Carte Benefits are offered separate from the Program Benefits. A La Carte Benefits may be offered in limited quantities or on a first-come, first-serve basis, and Adobe makes no promise or guarantee of continued or future availability. Adobe reserves the right to discontinue, modify, or remove the offer of any A La Carte Benefit at Adobe’s sole discretion.

3.4 Benefit Terms. The Adobe TPP Team will use commercially reasonable efforts to provide the Program Benefits and any applicable A La Carte Benefits (collectively, “**Benefits**”). You are responsible for timely completing any member actions necessary to support or advance each Benefit (as applicable), or provision of the Benefit may be delayed or forfeit. Adobe is not required to provide any Benefit if it relates to questions or problems arising out of your negligence, misuse, or modification of the Program or the AEC Technology. You must maintain membership in the Program in good standing at an applicable Level for the Benefit at the time of scheduled performance in order to receive it (or the Benefit may be subject to forfeit). You acknowledge that certain Benefits, deliverables, or portions thereof may be provided by an Adobe service partner or other third-party service provider under contract with Adobe. For each Benefit offered, Adobe will post the associated Benefit description and terms (“**Benefit Terms**”) on the Partner Portal, such as member requirements, pricing and fee schedule (as applicable, e.g., for A La Carte Benefits), service period/license term, auto-renewal status, applicability to one or multiple integrations, etc., and you are responsible for reviewing and confirming such details before activation or purchase. Your activation or purchase of a Benefit will subject you to the associated Benefit Terms, which are incorporated into the Agreement by reference. If there is any conflict between the terms in the Adobe Technology Partner Program Agreement and the Benefit Terms, then the Benefit Terms govern in relation to that Benefit.

3.5 Program Communications. The Benefits include the necessary receipt of personalized email messages from the Adobe family of companies to keep you informed about the Program. See the [Adobe Privacy Policy](#), which is incorporated by reference, for more details. You consent to receive these email communications. You may elect to opt-out at any time by contacting Adobe directly. Unsubscribing from these email communications may impact your eligibility for certain Benefits under the Program or result in your termination from the Program. Please note that the Adobe Privacy Policy allows tracking of website visits and addresses in detail the topic of tracking and use of cookies, web beacons and similar devices. Adobe does not have access to or control over features that a third party may use.

3.6 Fees and Payment. For details relating to the current administration of Program fees, please refer to the Levels and Benefits page (or if applicable, your TPP Sales Order). You remain liable for any action made by or through your account on the Partner Portal, and any such purchase made through the Partner Portal is deemed final. The [TPP Payment and Purchasable Credits Terms](#) are incorporated by reference. Payments for purchases made through the Partner Portal are subject to (i) the TPP Payment Terms, (ii) any applicable payment terms set forth in the applicable Membership Terms or Benefit Terms, and (iii) any applicable payment terms provided by Adobe's payment processor. You may be able to purchase TPP Credits for use on the Partner Portal subject to the TPP Purchasable Credits Terms.

3.7 License. Adobe grants you a limited, non-transferable, non-exclusive, license, without the right to grant sublicenses, to use the Partner Portal solely for purposes of managing your Program membership and Benefits.

4. Credentials. We may grant you credentials (e.g., keys, tokens, IDs, passwords, etc.; collectively "Login Credentials") to access the Partner Portal, AEC Technology or third-party software. These Login Credentials are Adobe Confidential Information and as such you may not sell, transfer, sublicense or otherwise disclose any Login Credentials to any third party. You acknowledge that you are responsible for maintaining the secrecy and security of the Login Credentials provided to you by Adobe.

5. Compliance with Laws. You will comply with all applicable laws and regulations in performing your obligations under this Agreement, including any laws and regulations containing disclosure obligations relating to your status as a member in the Program. In collecting, processing, recording, storing, registering, disclosing, transferring and using data (including personal information) and in maintaining records, you will comply fully with any applicable privacy protection regulations, data protection regulations and other applicable laws, and will only do so, directly or indirectly, if required to perform your obligations under this Agreement, and in accordance with (a) applicable local and international privacy and data protection laws and regulations, and (b) the [Adobe Privacy Policy](#).

6. Business Conduct. You will conduct your activities in an ethical manner and in a way that reflects favorably on yourself and Adobe. You will at all times comply with the principles outlined in the [Adobe Business Partner Code of Conduct](#).

7. Sharing of Customer Information for Collaborative Activities. The parties may share mutually agreed personally identifiable information of customers and other customer data (collectively, "Customer Information") with each other in connection with mutually agreed collaborative activities under this Agreement (e.g., co-selling activities), subject to the disclosing party's compliance with its privacy policies and any relevant agreements between the disclosing party and its customer.

The party receiving such Customer Information may use the Customer Information provided to it by the other party only (i) in accordance with the purpose for which it was provided; and (ii) in compliance with any additional terms and conditions that may apply to the sharing and use of particular Customer Information, including applicable data security requirements.

Each party will maintain and comply with its own privacy policy regarding the collection, storage and transfer of its Customer Information. Neither party may use any Customer Information that is provided to it by the other party for any purpose other than as described in this Agreement. Neither party is obligated to or will share data if the disclosure of such data would be in violation of the disclosing party's own privacy policy.

8. Access to Adobe Experience Cloud Technology. In connection with your participation in the Program and subject to your compliance with the terms of this Agreement, Adobe may provide you with access to certain AEC Technology. You understand that your access to or use of the AEC Technology is pursuant to the [TPP Developer Terms of Use](#), which is incorporated by reference. You understand that Adobe may impose additional restrictions on your use of the AEC Technology in the future and may revoke your ability to use the AEC Technology at any time in its sole discretion. Any use of the AEC Technology beyond what is permitted pursuant to this section will be pursuant to a separate agreement between the parties.

8.1 Fees Charged by Us. We may set prices or charge a fee for use of any features, components, or processing functions provided or enabled through the AEC Technology. For details relating to the current administration of AEC Technology fees, please refer to the Levels and Benefits page (or if applicable, your TPP Sales Order).

9. Confidentiality. The receiving party will not reproduce, use, disseminate, or disclose Confidential Information to any person or entity, except to its employees and authorized representatives (i.e., temporary employees, consultants, and contractors) who need to know the Confidential Information and are bound by confidentiality obligations at least as restrictive as the confidentiality provisions of this Agreement before having access to the Confidential Information. The receiving party is responsible for any breach of this confidentiality provision by any of its representatives. The receiving party will not modify, reverse engineer, create other works from, or disassemble any software programs contained in the Confidential Information without disclosing party's prior written consent (email consent being sufficient). The receiving party will treat all Confidential Information with at least the same degree of care as it treats its own information of similar sensitivity, but never with less than reasonable care. Recipient will stop use of and return or destroy all tangible Confidential Information promptly upon request, together with any copies, except as otherwise required by law. Recipient may disclose Confidential Information (A) as approved in a writing signed by the disclosing party or (B) as necessary to respond to a valid order by a court or other governmental body, as required by law, or as necessary to establish the rights of either party, provided that the receiving party promptly notifies disclosing party upon receipt of the disclosure order and requests confidential treatment of any affected Confidential Information.

You acknowledge that Adobe will be free to use for any purpose retained knowledge resulting from access to or work with your Confidential Information, provided that Adobe shall not disclose the Confidential Information except as expressly permitted pursuant to the terms of this Agreement or other relevant agreement. The term "retained knowledge" in this section means information in intangible form, which is retained in memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how, or techniques contained therein. Adobe will not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of retained knowledge. However, this paragraph shall not be deemed to grant to Adobe a license under your Intellectual Property.

10. Trademarks; Branding, and Marketing

10.1 Adobe Marks. Use of Adobe trademarks must comply with Adobe's [General Trademark Guidelines](#) and [Adobe Technology Partner Program for Adobe Experience Cloud Guidelines](#) (collectively, "guidelines") as may be amended from time to time.

10.2 Your Marks. You hereby grant to Adobe a worldwide, non-exclusive, royalty free, license to copy, display, perform, and transmit your marks and logos, solely for the purposes of promoting the Program.

10.3 Publicity. All press releases, publicity, marketing or sales materials, or other promotional materials developed by or on behalf of either party that refer to this Agreement or the relationship between the parties established by this Agreement, or otherwise use the name or trademark of the other party, shall be subject to prior review and written approval by the other party. Notwithstanding the foregoing, either party may include factual descriptions of the relationship between the parties in presentations without consent and you consent to publication of your name by Adobe as a member of the Program or any applicable component thereof.

10.4 Paid Membership Branding. Notwithstanding Section 10.3, for the duration of your participation in the Program at a Paid Membership Level subject to the guidelines referenced in Section 10.1, you will be allowed to reference your entity as an Adobe "Technology Program Partner" and to reference your membership Level. Adobe may provide approved badges and marks for use under this section.

11. Ownership

11.1 **Adobe.** Adobe and its respective suppliers and licensors shall retain all right, title and interest in and to the AEC Technology, and all portions thereof, including, without limitation, all Intellectual Property Rights thereto. Other than the licenses expressly granted in this Agreement, you receive no right, title or interest in or to the AEC Technology.

11.2 **You.** You retain all right, title and interest in and to your Developer Products (if any), (except for any portion of any Adobe Intellectual Property Rights, or any third-party software incorporated or embodied therein), including all Intellectual Property Rights related thereto.

11.3 **Feedback.** If you provide any feedback or suggestions to Adobe concerning the functionality or performance of AEC Technology (collectively “**Feedback**”), then you grant to Adobe a non-exclusive, fully paid, royalty-free, world-wide, perpetual license to use, modify, distribute, or otherwise commercialize the Feedback in current and future AEC Technology, On-Demand Services, and Adobe Products.

12. Term; Termination

12.1 **Termination by You.** You may cancel your membership and terminate your use of the AEC Technology at any time. Cancellation or termination does not relieve you of any obligation to pay any outstanding fees associated with your Membership or use of AEC Technology.

12.2 **Termination by Us.** Unless stated in the applicable Additional Terms, we may terminate your rights under this Agreement or deny use of AEC Technology, or revoke any assigned API Keys, at any time and for any reason.

12.3 **Effects of Termination.** Upon termination or expiration of this Agreement for any reason: (a) your benefits under this Agreement shall immediately cease and you must stop all use of the AEC Technology; and (b) Adobe will have up to thirty (30) days from such termination or expiration to exercise the rights granted hereunder by you to Adobe (“**Wind-down**”).

12.4 **Survival.** All clauses which by their nature should survive the termination of this Agreement will survive such termination. In addition, and without limiting the generality of the preceding sentence, Sections 1 (Your Agreement with Adobe), 9 (Confidentiality), 11 (Ownership), 13 (Warranties and Disclaimers), 14 (Indemnity), 15 (Limitation of Liability), 16 (No Class Actions), 17 (General), and this Section 12.4 (Survival); and Sections **Error! Reference source not found.** (Marketing Requirements and Restrictions), and 4 (Developer Products and End Users) of the TPP Developer Terms of Use shall survive the expiration or termination of this Agreement for any reason.

13. WARRANTIES AND DISCLAIMERS. NO WARRANTY – ADOBE PROVIDES THE ADOBE INTELLECTUAL PROPERTY AND THE AEC TECHNOLOGY HEREUNDER TO YOU “AS IS” and “AS AVAILABLE”. ADOBE AND ITS SUPPLIERS MAKE NO EXPRESS, IMPLIED, OR STATUTORY WARRANTY OF ANY KIND WITH RESPECT TO THE ADOBE INTELLECTUAL PROPERTY AND THE AEC TECHNOLOGY INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, ADOBE MAKES NO WARRANTY THAT THE PROGRAM, BENEFITS, OR AEC TECHNOLOGY (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (C) THAT ANY ERRORS OR ANY DEFECTS IN THE AEC TECHNOLOGY WILL BE CORRECTED. FURTHER, ADOBE IS NOT RESPONSIBLE FOR THE PRIVACY, SECURITY, OR INTEGRITY OF YOUR DATA OR END USER DATA. IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DAMAGES, EVEN IF ADOBE OR ANY COMPANY REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE DEVELOPER PRODUCT AND YOUR USE OF THE AEC TECHNOLOGY.

14. Indemnity. You shall, at your own expense, indemnify, defend and hold Adobe, its officers, directors, employees, and Affiliates harmless from and against any and all claims, costs, fees (including reasonable attorneys’ fees), damages, liabilities and expenses (“**Claim(s)**”) to the extent such Claims arise out of any: (a) alleged breach of this Agreement by you; (b) allegation that any Developer Product, or combination of any Developer Products, infringes a third party’s patent, copyright, or trademark; (c) allegation that you have misappropriated a third party’s trade secrets; (d) breach or alleged

breach of any representations and warranties made by you concerning any aspect of the Developer Product; provided you will have no indemnification obligation under this Section: (x) for a Claim that the AEC Technology infringes a third party's Intellectual Property Rights independently of inclusion in the Developer Product; or (y) any Claim related to your agreement or relationship with an End User. You will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by you).

15. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ADOBE, ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ADOBE AND ITS AFFILIATES AND SUPPLIERS' TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS PAYABLE TO ADOBE BY PARTNER IN CONNECTION WITH THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

16. No Class Actions. You may only resolve disputes with us on an individual basis, and you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

17. General

17.1 Independent Contractors. Each party hereto is an independent contractor of the other and neither shall be deemed an employee, franchisee, agent, partner or joint venture of the other, and nothing contained herein shall be construed as creating any agency, employment relationship, franchise, partnership, principal-agent or other form of joint enterprise between the parties.

17.2 Trade Rules. You acknowledge that AEC Technology may be subject to the trade control laws and regulations of the United States and other national governments, and you will comply with them.

17.3 Assignment. You shall not assign, delegate, convey or transfer, directly or indirectly, by operation of law or otherwise, this Agreement or its rights and obligations hereunder without the prior written consent of Adobe, and any attempt to do so in contravention of this section shall be null and void. For the avoidance of doubt, a change of control shall be deemed an assignment for the purposes of this section and this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of each party's respective successors and permitted assigns.

17.4 Notices. Any notice given under this Agreement must be in writing by email to the following addresses: to Adobe — ContractNotifications@adobe.com; and to you — at your Program email address on file with Adobe. Such notice shall take effect the day after it is sent to the receiving party.

17.5 Remedies. It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by you may cause Adobe irreparable damage for which recovery of money damages shall be inadequate, and that Adobe shall therefore be entitled to seek timely injunctive relief to protect Adobe's rights under this Agreement in addition to seeking any and all remedies available at law. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

17.6 Waiver; Severability. All waivers will be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

17.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreement, understandings, and communication, whether written or oral. For avoidance of doubt, if there is a conflict between the terms of this Agreement and a previously executed non-disclosure agreement, the terms of this Agreement shall govern with respect to Confidential Information exchanged pursuant to this Agreement or the Program.

17.8 Release. You will not hold Adobe responsible for any damages, costs or liabilities of any kind arising out of or in connection with participation in the Program or your affiliation with any End User or third party's use of your Developer Products, and you hereby release Adobe, jointly and separately, from any and all such claims. If you are a California resident, you waive California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

17.9 English Version. The English version of this Agreement will be the version used when interpreting or construing this Agreement.